

REC'D TN
REGULATORY AUTH. **BELLSOUTH**

BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

615 214-6301
Fax 615 214-7406

99 MAY 6 AM 9 11

OFFICE OF THE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

May 6, 1999

Henry Walker, Esquire
Boult, Cummings, et al.
414 Union Ave., #1600
P. O. Box 198062
Nashville, TN 39219-8062

Charles B. Welch, Esquire
Farris, Mathews, et al.
511 Union St., #2400
Nashville, TN 37219

Re: *CSA TN98-2766-00*
Docket No. 99-00210

CSA TN98-6726-00
Docket No. 99-00230

CSA KY98-4958-00
Docket No. 99-00244

Gentlemen:

I am enclosing revised Protective Agreements which incorporate Henry's comments. Chuck, Henry has authorized me to sign on his behalf. Please let me know whether or not you are okay with these agreements. As I stated in my letter of May 4, the three CSA filing packages, including the proprietary information you have requested to see, are ready for your inspection.

Very truly yours,


Guy M. Hicks

GMH:ch

cc: David Waddell (by fax)

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee**

In Re: *CSA TN98-2766-00*

Docket No. 99-00210

PROTECTIVE AGREEMENT

STIPULATION AND AGREEMENT

WHEREAS, BellSouth Telecommunications, Inc. ("BellSouth") has submitted a volume and term Contract Service Arrangement ("CSA") for approval by the Tennessee Regulatory Authority ("TRA" or the "Authority"), and

WHEREAS, NEXTLINK Tennessee, Inc., Southeastern Competitive Carriers Association and Time Warner Telecom of the Mid-South, LP ("Petitioners") have requested that the TRA grant their petitions to intervene and convene a contested case regarding this CSA; and

WHEREAS, BellSouth disagrees that any such interventions should be granted or that a contested case should be convened; and

WHEREAS, Petitioners have requested that they be able to review the proprietary portions of this CSA filing; and

WHEREAS, subject to the terms and conditions set forth in this Protective Agreement, BellSouth has agreed to make the entire CSA filing, including the proprietary portions thereof, available for inspection by Petitioners; and

WHEREAS, Petitioners agree to protect and maintain the confidentiality of the proprietary information in accordance with the terms herein,

NOW, THEREFORE, Petitioners and BellSouth agree and stipulate as follows:

1. *Exchange of Confidential Information.* The parties will be bound by the terms of this Protective Agreement upon executing it. Petitioners may inspect and review Confidential Information upon executing this Protective Agreement. Any party, shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the Tennessee Regulatory Authority ("TRA"), a member of the TRA, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the disclosure of all materials deemed confidential pursuant to paragraph 2 below.

2. *Confidential Information.* The proprietary portions of BellSouth's CSA filing in this Proceeding shall be deemed and treated as Confidential Information in accordance with the terms of this Protective Agreement. Except with the prior written consent of BellSouth no Confidential Information may be disclosed to any person. BellSouth shall mark the proprietary portions of the CSA filing as "proprietary" or "confidential" or by similar marking.

3. *Permissible Disclosure of Confidential Information.*

(a) Notwithstanding paragraph 2, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

(1) Counsel of record representing a party in this Proceeding, any legal support personnel (e.g., paralegals and clerical employees) employed by such attorneys and assisting such attorneys in this Proceeding.

(2) Officers, directors, or employees of the parties who are directly and specifically consulted or involved in this docket; provided, however, that Confidential Information shall be shown only to those persons who have a need to know.

(b) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this section to receive such information, and shall not use the information in any activity or function other than in prosecuting this Proceeding before the TRA. Under no circumstances shall any Confidential Information be disclosed to or discussed with anyone associated with the marketing of services in competition with the products, goods or services of BellSouth.

(c) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraph (a) of this section. Any note memorializing or recording Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(d) Within ninety (90) days of termination of this Proceeding, including any appeals, all originals and reproductions of any Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for BellSouth in writing that this has been completed. If materials are destroyed rather than returned to BellSouth, BellSouth may request a sworn statement to that effect by counsel of record for the receiving party shall be provided to BellSouth.

(e) The number of reviewing representatives designated by a party to review Confidential Information under paragraph 3(a) may not exceed ten (10) individuals (excluding paralegals and clerical employees) unless BellSouth consents to additional reviewing representatives.

4. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within two (2) business days) notify BellSouth of the pendency of such subpoena or order to allow BellSouth time to object to that production or seek a protective order.

5. *Use.* Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of this Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business, commercial, marketing purposes.

6. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

7. *Responsibilities of the Parties.* The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information.

8. *Definition of "this Proceeding".* For the purposes of this Protective Agreement, the phrase "this Proceeding" shall only include Tennessee Regulatory Authority Docket No. 99-00210 and any appeals thereof.

9. *Counterparts.* This Protective Agreement may be executed by one or more parties to this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

Dated: _____, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Date: _____

NEXTLINK

By: _____

Date: _____

SECCA

By: _____

Date: _____

TIME WARNER

By: _____

Date: _____

ATTACHMENT A

STATE OF _____

COUNTY OF _____

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME , the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came and appeared _____ (insert name), who, being by me first duly sworn, deposed and said as follows:

I certify my understanding that Confidential Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Tennessee Regulatory Authority Docket No. _____, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Docket No. _____.

Signature: _____

Date of Execution: _____
(Type or Print below)

Name: _____

Title: _____

Company: _____

Address: _____

Requesting Party: _____

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ day of _____, 1997.

(NOTARY PUBLIC)

My Commission expires:

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee**

In Re: *CSA TN98-6726-00*

Docket No. 99-00230

PROTECTIVE AGREEMENT

STIPULATION AND AGREEMENT

WHEREAS, BellSouth Telecommunications, Inc. ("BellSouth") has submitted a volume and term Contract Service Arrangement ("CSA") for approval by the Tennessee Regulatory Authority ("TRA" or the "Authority"), and

WHEREAS, NEXTLINK Tennessee, Inc., Southeastern Competitive Carriers Association and Time Warner Telecom of the Mid-South, LP ("Petitioners") have requested that the TRA grant their petitions to intervene and convene a contested case regarding this CSA; and

WHEREAS, BellSouth disagrees that any such interventions should be granted or that a contested case should be convened; and

WHEREAS, Petitioners have requested that they be able to review the proprietary portions of this CSA filing; and

WHEREAS, subject to the terms and conditions set forth in this Protective Agreement, BellSouth has agreed to make the entire CSA filing, including the proprietary portions thereof, available for inspection by Petitioners; and

WHEREAS, Petitioners agree to protect and maintain the confidentiality of the proprietary information in accordance with the terms herein,

NOW, THEREFORE, Petitioners and BellSouth agree and stipulate as follows:

1. *Exchange of Confidential Information.* The parties will be bound by the terms of this Protective Agreement upon executing it. Petitioners may inspect and review Confidential Information upon executing this Protective Agreement. Any party, shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the Tennessee Regulatory Authority ("TRA"), a member of the TRA, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the disclosure of all materials deemed confidential pursuant to paragraph 2 below.

2. *Confidential Information.* The proprietary portions of BellSouth's CSA filing in this Proceeding shall be deemed and treated as Confidential Information in accordance with the terms of this Protective Agreement. Except with the prior written consent of BellSouth no Confidential Information may be disclosed to any person. BellSouth shall mark the proprietary portions of the CSA filing as "proprietary" or "confidential" or by similar marking.

3. *Permissible Disclosure of Confidential Information.*

(a) Notwithstanding paragraph 2, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

(1) Counsel of record representing a party in this Proceeding, any legal support personnel (e.g., paralegals and clerical employees) employed by such attorneys and assisting such attorneys in this Proceeding.

(2) Officers, directors, or employees of the parties who are directly and specifically consulted or involved in this docket; provided, however, that Confidential Information shall be shown only to those persons who have a need to know.

(b) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this section to receive such information, and shall not use the information in any activity or function other than in prosecuting this Proceeding before the TRA. Under no circumstances shall any Confidential Information be disclosed to or discussed with anyone associated with the marketing of services in competition with the products, goods or services of BellSouth.

(c) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraph (a) of this section. Any note memorializing or recording Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(d) Within ninety (90) days of termination of this Proceeding, including any appeals, all originals and reproductions of any Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for BellSouth in writing that this has been completed. If materials are destroyed rather than returned to BellSouth, BellSouth may request a sworn statement to that effect by counsel of record for the receiving party shall be provided to BellSouth.

(e) The number of reviewing representatives designated by a party to review Confidential Information under paragraph 3(a) may not exceed ten (10) individuals (excluding paralegals and clerical employees) unless BellSouth consents to additional reviewing representatives.

4. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within two (2) business days) notify BellSouth of the pendency of such subpoena or order to allow BellSouth time to object to that production or seek a protective order.

5. *Use.* Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of this Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business, commercial, marketing purposes.

6. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

7. *Responsibilities of the Parties.* The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information.

8. *Definition of "this Proceeding".* For the purposes of this Protective Agreement, the phrase "this Proceeding" shall only include Tennessee Regulatory Authority Docket No. 99-00230 and any appeals thereof.

9. *Counterparts.* This Protective Agreement may be executed by one or more parties to this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

Dated: _____, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Date: _____

NEXTLINK

By: _____

Date: _____

SECCA

By: _____

Date: _____

TIME WARNER

By: _____

Date: _____

ATTACHMENT A

STATE OF _____

COUNTY OF _____

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME , the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came and appeared _____ (insert name), who, being by me first duly sworn, deposed and said as follows:

I certify my understanding that Confidential Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Tennessee Regulatory Authority Docket No. _____, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Docket No. _____.

Signature: _____

Date of Execution: _____
(Type or Print below)

Name: _____

Title: _____

Company: _____

Address: _____

Requesting Party: _____

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ day of _____, 1997.

(NOTARY PUBLIC)

My Commission expires:

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *CSA KY98-4958-00*

Docket No. 99-00244

PROTECTIVE AGREEMENT

STIPULATION AND AGREEMENT

WHEREAS, BellSouth Telecommunications, Inc. ("BellSouth") has submitted a volume and term Contract Service Arrangement ("CSA") for approval by the Tennessee Regulatory Authority ("TRA" or the "Authority"), and

WHEREAS, NEXTLINK Tennessee, Inc., Southeastern Competitive Carriers Association and Time Warner Telecom of the Mid-South, LP ("Petitioners") have requested that the TRA grant their petitions to intervene and convene a contested case regarding this CSA; and

WHEREAS, BellSouth disagrees that any such interventions should be granted or that a contested case should be convened; and

WHEREAS, Petitioners have requested that they be able to review the proprietary portions of this CSA filing; and

WHEREAS, subject to the terms and conditions set forth in this Protective Agreement, BellSouth has agreed to make the entire CSA filing, including the proprietary portions thereof, available for inspection by Petitioners; and

WHEREAS, Petitioners agree to protect and maintain the confidentiality of the proprietary information in accordance with the terms herein,

NOW, THEREFORE, Petitioners and BellSouth agree and stipulate as follows:

1. *Exchange of Confidential Information.* The parties will be bound by the terms of this Protective Agreement upon executing it. Petitioners may inspect and review Confidential Information upon executing this Protective Agreement. Any party, shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the Tennessee Regulatory Authority ("TRA"), a member of the TRA, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the disclosure of all materials deemed confidential pursuant to paragraph 2 below.

2. *Confidential Information.* The proprietary portions of BellSouth's CSA filing in this Proceeding shall be deemed and treated as Confidential Information in accordance with the terms of this Protective Agreement. Except with the prior written consent of BellSouth no Confidential Information may be disclosed to any person. BellSouth shall mark the proprietary portions of the CSA filing as "proprietary" or "confidential" or by similar marking.

3. *Permissible Disclosure of Confidential Information.*

(a) Notwithstanding paragraph 2, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

(1) Counsel of record representing a party in this Proceeding, any legal support personnel (e.g., paralegals and clerical employees) employed by such attorneys and assisting such attorneys in this Proceeding.

(2) Officers, directors, or employees of the parties who are directly and specifically consulted or involved in this docket; provided, however, that Confidential Information shall be shown only to those persons who have a need to know.

(b) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this section to receive such information, and shall not use the information in any activity or function other than in prosecuting this Proceeding before the TRA. Under no circumstances shall any Confidential Information be disclosed to or discussed with anyone associated with the marketing of services in competition with the products, goods or services of BellSouth.

(c) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraph (a) of this section. Any note memorializing or recording Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(d) Within ninety (90) days of termination of this Proceeding, including any appeals, all originals and reproductions of any Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for BellSouth in writing that this has been completed. If materials are destroyed rather than returned to BellSouth, BellSouth may request a sworn statement to that effect by counsel of record for the receiving party shall be provided to BellSouth.

(e) The number of reviewing representatives designated by a party to review Confidential Information under paragraph 3(a) may not exceed ten (10) individuals (excluding paralegals and clerical employees) unless BellSouth consents to additional reviewing representatives.

4. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within two (2) business days) notify BellSouth of the pendency of such subpoena or order to allow BellSouth time to object to that production or seek a protective order.

5. *Use.* Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of this Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business, commercial, marketing purposes.

6. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

7. *Responsibilities of the Parties.* The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information.

8. *Definition of "this Proceeding".* For the purposes of this Protective Agreement, the phrase "this Proceeding" shall only include Tennessee Regulatory Authority Docket No. 99-00244 and any appeals thereof.

9. *Counterparts.* This Protective Agreement may be executed by one or more parties to this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

Dated: _____, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Date: _____

NEXTLINK

By: _____

Date: _____

SECCA

By: _____

Date: _____

TIME WARNER

By: _____

Date: _____

ATTACHMENT A

STATE OF _____

COUNTY OF _____

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME , the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came and appeared _____ (insert name), who, being by me first duly sworn, deposed and said as follows:

I certify my understanding that Confidential Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Tennessee Regulatory Authority Docket No. _____, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of "Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Docket No. _____.

Signature: _____

Date of Execution: _____
(Type or Print below)

Name: _____

Title: _____

Company: _____

Address: _____

Requesting Party: _____

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ day of _____, 1997.

(NOTARY PUBLIC)

My Commission expires:

REC'D TN
REGULATORY AUTH.
MAY 6 AM 9 11
BELLSOUTH TELECOMMUNICATIONS, INC.
Legal Department
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
(615) 214-7406 (fax)
EXECUTIVE SECRETARY

Facsimile Cover Page

To: Henry Walker
Chuck Welch
David Waddell

Fax Number:

From: Guy Hicks

Number of Pages:

Date: May 6, 1999

MESSAGE:

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL TO WHOM, OR ENTITY TO WHICH, IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received the communication in error, please notify us immediately by telephone (collect), and return the original message to us at the above address via the U.S. Postal Service. Thank you.

IF YOU EXPERIENCE ANY PROBLEMS WITH TRANSMISSION, PLEASE CALL Carolyn Hanesworth at (615) 214-6324.